United States Court of Appeals

for the Second Circuit

BRIEF FOR APPELLEE

77-1033

To be argued by
JACOB LAUFER

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P/S

United States Court of Appeals

FOR THE SECOND CIRCUIT

Docket No. 77-1033

UNITED STATES OF AMERICA,
Appellee,

—v.—

JAMES LEONARD BROWN,
Defendant-Appellant.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

BRIEF FOR THE UNITED STATES OF AMERICA

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Preliminary Statement

James Leonard Brown appeals from a judgment of conviction entered on December 23, 1976, in the United States District Court for the Southern District of New York, after an eight day trial before the Honorable Charles S. Haight, Jr., United States District Judge, and a jury.

Indictment 76 Cr. 603, filed on June 29, 1976, in eleven counts, charged Quido Benigno, James Leonard Brown, Arthur Caponegro, Harvey Axelrod, John Krappman, Robert Smith and Arthur Daly with one count of conspiracy to commit securities fraud in violation of Title 15, United States Code, Sections 77q(a) and 77x, in violation of Title 18, United States Code, Section 371; and with eight substantive counts of securities fraud in violation of those provisions and of Title 18, United

States Code, Section 2. Additionally, Axelrod and Benigno were each charged in separate counts with having subscribed to false income tax returns, in violation of Title 26, United States Code, Section 7206(1).

The trial of Brown and Daly commenced on October 14, 1976, and concluded on October 26, 1976, when the jury convicted Brown on each of Counts One through Nine, and acquitted Daly of all charges.*

On December 23, 1976, Judge Haight sentenced Brown on Count One to five years imprisonment, with execution of all but six months to be suspended, and four and one half years probation to commence upon the termination of the six month period of incarceration. With respect to each of Counts Two through Nine, Judge Haight suspended the imposition of sentence and placed Brown on periods of four and one half years probation, each to be served concurrently with the probationary period imposed on Count One.

While Judge Haight continued Brown on previously imposed bail conditions of a $20,000 unsecured personal recognizance bond, Brown remains incarcerated under the sentence imposed for a prior, unrelated conviction.

Statement of Facts

The Government's Case

A. Synopsis

The proof at trial established that commencing approximately March 1972, James Leonard Brown met with others, including Chester Gray, John Krappman,

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* Benigno, Caponegro, Axelrod, Krappman and Smith had previously entered pleas of guilty to the indictment.

Harvey Axelrod, James Phillips, and Robert Smith, to formulate and participate in a scheme whereby counterfeit American Home Products Corporation (hereinafter "AHPC") common stock certificates would be created and exchanged through the transfer agent of that company, Manufacturer's Hanover Trust Company (hereinafter "MHTC") for genuine AHPC certificates of other denominations. The genuine (although counterfeit-derived) certificates were to be sold through an account opened in the name of "Gerald L. Smith" at the New York City stock brokerage firm of Seed Capital Corporation (hereinafter "Seed") to or through several other brokerage firms located in New York City. The scheme culminated in October and November 1972 when the conspirators negotiated the sale of 13,000 such shares of AHPC, realizing in excess of $1,500,000.

The Government's principal witnesses at trial were Harvey Axelrod, Chester Gray, and John Krappman, all of whom testified as to their roles in the conspiracy. Three representatives of New York stock brokerage firms, Winfield Schweickart, James Avena, and Ralph Montuori testified to the sales by Seed Capital Corporation of the counterfeit-derived and forged AHPC certificates, and to the mailings of the confirmations of purchase. A stipulation (Tr. 330-33; GX 8) was received into evidence in which the parties agreed that if Albert Pisano, a cashier at Seed Capital Corporation were called, he would testify to the receipt by Seed of 18,000 shares of AHPC; to the sale by Seed of 13,000 of these shares; and to the mailing by Seed of confirmations of sale to the three New York stock brokerage firms.

B. The Scheme—Counterfeiting of AHPC certificates, and their transfer for genuine certificates

During the early spring of 1972, James Leonard Brown met with unindicted co-conspirators Chester Gray

and Frederick Horwitz, and asked Gray if he could dispose of 10,000 shares of McDonald's stock that were to be stolen. Gray advised that he could not dispose of so large a block of shares. (Tr. 403).* Several days later, Brown attended another meeting at his home in Queens, together with Gray, John Krappman, and Arthur Daly. (Tr. 404, 648-50). Daly at that time was employed by Brown as a truck driver. (Tr. 647). At this, and several subsequent meetings, it was agreed that Krappman, an employee of MHTC, the transfer agent for AHPC, would for a brief period of time remove from MHTC a blank certificate of AHPC common stock. The certificate was to be given to Horwitz, a friend of Brown, who had a printing company and who would determine the feasibility of counterfeiting similar certificates. (Tr. 405). It was Krappman who focused upon AHPC as a subject for the scheme because, in addition to his access to blank certificates, he could also obtain a list of the shareholders of that company. (Tr. 406, 648). Krappman suggested the name "Gerald L. Smith" as a company shareholder whose name could be used in the scheme. (Tr. 649).

During mid-May 1972, Krappman delivered to Brown and Gray a cancelled AHPC certificate (Tr. 406, 650), which they transmitted to Horwitz. (Tr. 406). Horwitz reported back that he was unable to work with the cancelled certificate because there was "too much usage to it," and the certificate was returned to Krappman. (Tr. 407, 651). A second cancelled certificate was similarly rejected by Horwitz. (Tr. 652). Approximately one week later, Krappman returned with an uncirculated AHPC certificate, which he, Brown and Gray delivered

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* Parenthetical references prefixed "Tr." are to pages of the trial transcript; to "GX" are to Government exhibits; and to "Br." are to Brown's brief.

to Horwitz. (Tr. 407-08). Two days later Horwitz returned the certificate to Brown and Gray, advising them that the counterfeiting could be accomplished. They returned the original certificate to Krappman. (Tr. 408).

At a subsequent meeting at Horwitz' printing plant, Brown and Gray observed Horwitz printing the counterfeit certificates. (Tr. 409). The following day, Brown met with Gray, a friend of Gray's named Robert Smith, and Krappman in order to determine whether Krappman felt that the counterfeits would be able to pass the transfer process at MHTC without being detected. Krappman advised that the certificates were deficient in that the lettering of "American Home Products Corporation" was not raised. (Tr. 410, 655-57). The counterfeits were returned to Horwitz, who advised that he would attempt to elevate the lettering. (Tr. 411). Around October 1, 1972, Brown brought counterfeit certificates with raised lettering to Krappman, who stated that these certificates could pass through the transfer process undetected. (Tr. 658).

The initial agreement between Gray and Brown was that the counterfeiting group, headed by Brown, was to receive 50% of the proceeds of the scheme, while the selling and distribution group, headed by Gray, was to receive the other 50%. (Tr. 417). However, on September 15, 1972, Gray was to commence a three year period of incarceration, and shortly prior to that he suggested that the scheme be aborted. (Tr. 417). However, Brown, at a meeting with Daly and Krappman, determined that the scheme should go forward. (Tr. 657). Brown requested and received from Horwitz and Gray sole custody of all of the counterfeited certificates. (Tr. 414-15).

Meanwhile, in an effort to effect the distribution of the counterfeit certificates, Gray had contacted James

Phillips during the latter part of June or the first week of July 1972. Phillips initially suggested that the counterfeits should be sold outside the country through a brokerage firm, and introduced Gray to Harvey Axelrod. (Tr. 412). Axelrod introduced into the scheme a relative, Quido Benigno, who was associated with the brokerage firm of Seed Capital Corporation. (Tr. 413, 52, 55). It was agreed that the profits of the scheme would be distributed in the following manner: 25% would be given to Benigno and his group at Seed Capital Corporation; 25% would be split between Phillips and Axelrod; and the remaining 50% would be distributed among the counterfeiting group. (Tr. 55). In late July or early August 1972, Axelrod met with Phillips, Brown and another individual known to him only as "Captain Bob," at which time Brown announced that Gray was soon to begin a prison sentence, and that Brown alone would handle the AHPC scheme. (Tr. 57-58). Approximately two or three weeks later, "Captain Bob" drove Phillips and Axelrod to a parking lot in Queens, where they met Brown. Brown displayed specimens of counterfeit AHPC certificates and remarked on the accuracy of the specimens. (Tr. 59-60).

On September 12, 1972, Axelrod opened a trading account at Seed Capital Corporation in the name of Gerald L. Smith. (Tr. 63-64; GX 2, 3). Axelrod forged the name Gerald L. Smith on ten AHPC certificates representing a total of 18,000 shares. (Tr. 64-66). Shortly thereafter, the first certificate representing 5,000 shares was sent to MHTC for transfer. (Tr. 66).

C. The sales and mailings of confirmations

During October, 1972, Seed Capital Corporation received into this unauthorized "Gerald L. Smith" trading

account 13,000 shares of the newly issued certificates returned by MHTC. (Tr. 66, 76). During that same month, Seed effected the sales of these certificates to and through brokerage firms. It sold 6,000 shares directly to Weeden & Co. (Tr. 358), which then mailed to Seed confirmations, confirming the purchase of the certificates. (Tr. 359). Seed sold 6,500 shares through Schweickart and Company (Tr. 336), which similarly mailed to Seed confirmations of purchase. (Tr. 339-40). Finally, Seed sold 500 shares through Ferkauf & Company, which had its clearing operations handled by Loeb Rhoades & Co. (Tr. 380). A confirmation of purchase was mailed to Seed. (Tr. 383).

Subsequent to these sales, Seed Capital delivered the counterfeit-derived shares, bearing Axelrod's "Gerald L. Smith" signature against payment by these brokerage firms totalling approximately $1.4 million. (Tr. 332; GX 8). The monies were then deposited to Seed Corporation's account and checks totalling approximately $1.4 million issued by Seed Corporation to Gerald L. Smith were delivered by Benigno to Harvey Axelrod, who then forged the endorsement of Gerald L. Smith on the backs of the checks. (Tr. 69, 70, 73, 78). Benigno subsequently cashed the checks at the Irving Trust Company, receiving approximately $1.4 million in cash. (Tr. 70, 73, 78). The cash was divided up for distribution to the various participants in the scheme. (Tr. 70-74, 80-82). James Brown's share was 50%.

The Defense Case

Lawrence D. Kennedy, Special Agent of the Federal Bureau of Investigation, was called by Brown. He testified that at an interview in late 1972, he questioned Chester Gray with respect to his knowledge about the

AHPC scheme, and Gray denied any knowledge of it. (Tr. 864-65).

Roger Horan, a private investigator, testified on behalf of Brown that he had made unsuccessful efforts to locate James Phillips.

In response to John Krappman's testimony that James Brown had advised him to place a thumbtack in his shoe in order to thwart a lie detector test to be given to him by MHTC (Tr. 660-61), Brown called Victor Kaufman, a polygraph expert. Kaufman testified that while he had never been confronted with such a circumstance, such an action on the part of the subject of a polygraph test would lead to an abnormal response on the graph. (Tr. 935).*

ARGUMENT

POINT I

The Fraudulent Scheme Was Within the Purview of Federal Laws Proscribing Securities Frauds; the Use of the Mails was a Sufficient Predicate for Federal Jurisdiction.

Brown argues that the fraudulent scheme proved at trial ultimately resulted in a financial loss to MHTC, the transfer agent, and that therefore since there was no loss to investors, the scheme did not come within the purview of the Federal Securities Laws. He additionally argues that the mailings proved at trial provided an insufficient predicate for federal jurisdiction. Both of these contentions are without merit.

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* Two witnesses were called on behalf of Daly—Chester Gray (Tr. 872), and James Daly (Tr. 945).

A. The fraudulent scheme was within the purview of Federal securities laws

Section 77q(a) of Title 15, United States Code, the principal securities fraud provision of the Securities Act of 1933, states in pertinent part:

> It shall be unlawful for any person in the offer or sale of any securities by the use of any means or instruments of transportation or communication in interstate commerce or by the use of the mails, directly or indirectly
>
> 1. to employ any device, scheme or artifice to defraud, or
> 2. to obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, or
> 3. to engage in any transaction, practice or course of business which operates or would operate as a fraud or deceit upon the purchaser.

While it is true that the Securities Act of 1933 was primarily designed to protect "investors," *S.E.C.* v. *Guild Films Co.*, 279 F.2d 485, 489 (2d Cir.), *cert. denied sub nom.*, *Santa Monica Bank* v. *S.E.C.*, 364 U.S. 819 (1960), it is equally true that it was not intended that that act be interpreted in an overly rigid manner, *see United States* v. *Gentile*, 530 F.2d 461, 467 (2d Cir. 1976), defeating the congressional intent to proscribe corrupt practices, such as occurred here, from being employed in the securities marketplace.

The nub of Brown's contention is that while the purchasers of the forged, counterfeit-derived securities were

in fact defrauded, the ultimate loss was borne by MHTC, the transfer agent, under Section 8-311 of the Uniform Commercial Code. Merely to state this contention is to highlight its absurdity. To adopt this reasoning, the Court would have to accept the utterly untenable proposition that a fraud perpetrated upon any insured investor is not a fraud under the Securities Act. Indeed, this Court has recently and explicitly rejected a very similar contention. In *United States* v. *Benson*, Dkt. No. 76-1404, slip op. 1265 (2d Cir. Jan. 6, 1977) a defendant convicted under the fraud provision of Title 18, United States Code, Section 2314, contended that since his victim may have been *in pari delicto*, and thus was not within the class of persons whom Congress intended to protect, he could not be convicted. This Court noted, "We cannot reasonably or fairly interpret the broad congressional concern for the honest citizen . . . to support a congressional intent that others are fair game for the swindler." Slip op. at 1268. While Congress, in passing the Securities Act, was principally concerned with the impact on investors, there is simply no decision or even a shred of legislative history tending to show that others—such as the transfer agents—were somehow "fair game" for the kind of fraud committed by Brown and his accomplices. In addition, of course, the clear language of the statute is directly to the contrary. This is particularly clear in the context of a criminal proceeding, where the purpose is to deter fraudulent conduct, rather than a civil proceeding, where the laws are designed to make the victim whole.

B. The mailings proved at trial were a sufficient predicate for federal jurisdiction

The testimony at trial established mailings to Seed Capital Corporation by several brokerage firms of confirmations of purchase of the forged and counterfeit de-

rived securities. These mailings were clearly sufficient to bring the fraudulent scheme within the purview of the federal securities laws.

The law is well-settled that the use of the mails in connection with the offer and sale of securities "need not be central to the scheme to defraud . . . [I]t is sufficient if use of the mails is merely incidental to the fraudulent conduct . . ." *Little* v. *United States*, 331 F.2d 287 (8th Cir.), *cert. denied*, 371 U.S. 834 (1964); *United States* v. *Cashin*, 281 F.2d 669 (2d Cir. 1960); *United States* v. *Schaefer*, 299 F.2d 625 (7th Cir. 1962); *Bogy* v. *United States*, 96 F.2d 734 (6th Cir.), *cert. denied*, 305 U.S. 608 (1938).

Brown very narrowly construes a brokerage transaction involving the sale of a security. This narrow view flies in the fact of existing law. *United States* v. *Robertson*, 181 F. Supp. 158 (S.D.N.Y. 1959), *aff'd in part, rev'd in part on other grounds*, 298 F.2d 739 (2d Cir. 1962):

> . . . The term "sale" is to be equated with the words "sales transaction" . . . The word "transaction" integrates such quintessential parts of the deal as the delivery of the sold securities and the payment of the purchase price . . .

The process by which a security is sold or bought through a brokerage firm necessarily involves the placing of the order, the execution of the transaction, the mailing of the confirmation, and finally the delivery of the stock by the seller and the payment by the buyer. In this case, an important part of the fraudulent scheme necessarily involved the sale of counterfeit-derived and forged AHPC stock. The mailing of the confirmations was an integral part of each sales transaction, which also involved delivery of the counterfeit-derived American Home Products Corporation stock to buyers in order to obtain payment therefor.

The decisions are unanimous that the "mailing of confirmations" of purchase of sale to confirm a fraudulent transaction is sufficient use of the mails to establish federal jurisdiction under Section 77q(a), *United States* v. *Cashin, supra; United States* v. *Hughes*, 195 F. Supp. 795 (S.D.N.Y. 1961), *aff'd*, 325 F.2d 789 (2d Cir.), *cert. denied*, 377 U.S. 907 (1964); *United States* v. *Ashdown*, 509 F.2d 793 (5th Cir.), *cert. denied*, 423 U.S. 829 (1975).* Indeed, it is not only well established that the mailing of confirmations represents sufficient use of the mails for federal jurisdiction under Section 77q(a), but also that mailings further removed from the fraudulent sales transaction will also invoke federal jurisdiction. For example, the depositing, collecting and clearing of investor checks by the defendant will be sufficient. *Little* v. *United States, supra; United States* v. *Robertson, supra.*

Finally, Brown cites *United States* v. *Schaefer, supra*, which states that the Government must show ". . . some impact of the scheme on the investor and that the mails were used in those instances where the impact occurred." However, specific reliance by the investor need not be shown in a prosecution under 15 U.S.C. Section 77q(a). *United States* v. *Ashdown, supra.* In the *Schaefer* case, the Court explained that:

> . . . even though a scheme to defraud in the sale of securities may have been devised and have been operative on certain investors, if a sale of these same securities would be legal absent the employment of the scheme and if the sales to those in-

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* In fact, Brown cited *United States* v. *Cashin, supra,* but neglected to point out (as was stated in that opinion) that "the only alleged use of the mails was to confirm purchases already induced by the defendants' deceit." 281 F.2d at 674. This case is the leading case on use of confirmations as a basis for federal jurisdiction under Section 779(a).

> vestors in which the use of the mails are charged is not tainted by the employment of the scheme, no offense has been proved . . .

299 F.2d at 630.

This decision is inapposite since Seed Capital Corporation delivered worthless stock (in the form of stock derived from counterfeit American Home Products Corporation stock) as a part of the sales transaction after the sales of stock in brokerage transactions had been made and confirmations of purchase and sale had been mailed.*

In short, the use of the mails was more than sufficient to support federal jurisdiction.

POINT II

The District Court Properly Received into Evidence the Written Agreements Between the Government and its Witnesses, Axelrod and Krappman.

Brown claims that it was error for the District Court to receive into evidence the written agreements between the Government and its witnesses Harvey Axelrod and John Krappman. This contention is frivolous in the extreme.

It is a commonplace that in most criminal prosecutions the Government must draw its witnesses from the

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* The sales transactions involving the counterfeit-derived stock would not have been legal in any event since these sales were, in large part, the very essence of the fraudulent scheme and the mailing of confirmations of purchase and sales were an integral part of these sales transactions. The impact on any person or brokerage firm taking delivery of this worthless American Home Products Corporation stock, after making payment for purportedly genuine American Home Products Corporation stock, is self evident.

ranks of participants in the charged illegality. *United States* v. *Aronson*, 319 F.2d 48, 51 (2d Cir.), *cert. denied*, 375 U.S. 920 (1963). It is equally settled that the Government is entitled to question such witnesses about any impeaching matters during its direct examination, lest it appear to the trial jury that the Government is attempting to conceal or withhold from them any damaging testimony. *United States* v. *Aronson*, *supra*; *United States* v. *Rothman*, 463 F.2d 488, 490 (2d Cir.), *cert. denied*, 409 U.S. 956 (1972); *United States* v. *Del Purgatorio*, 411 F.2d 84, 87 (2d Cir. 1969); *see*, *United States* v. *Stassi*, 544 F.2d 579, 583 (2d Cir. 1976). Furthermore, suppression of an agreement with a witness by the Government, even if unintentional, may lead to reversal of a conviction. *Giglio* v. *United States*, 405 U.S. 150 (1972).

Brown contends that the trial court committed error in receiving into evidence the written agreements between the Government and its witnesses. He has focused upon three portions of the written agreement. (Br. 9). The first portion deals with the agreement that the witness enter a guilty plea to one count of the indictment. The propriety of receiving into evidence this portion of the agreement is, as it must be, conceded by Brown. *United States* v. *Aronson*, *supra*, 319 F.2d at 51-52.

The second and third portions of the agreement, of which Brown presently complains, may appropriately be joined and treated together. Distilled to their essence, they state an assumption of an obligation on the part of each witness to give complete and truthful testimony at the trial. As Judge Haight properly determined at trial, these portions of the agreement have no more effect than to duplicate the oath to which each of these witnesses swore in the presence of the jury, and are without any prejudicial effect at all. (Tr. 640). Put in proper per-

spective, these agreements (GX 1, 13), dated well in advance of the date of the trial, state an obligation on the part of each witness, in exchange for certain stated consideration by the Government, to assume the standard oath and testify at trial. For just these reasons, the use of such agreements and their admissibility at trials where credibility is in issue has been uniformly upheld. *United States* v. *Araujo*, 539 F.2d 287, 290 (2d Cir. 1976); *United States* v. *Aloi*, 511 F.2d 585, 597-98 (2d Cir.), *cert. denied*, 423 U.S. 1015 (1975). In addition, the innocuous and non-prejudicial nature of the agreements is underscored by the fact that the first of the two agreements was received in evidence over an objection by counsel only as to relevance. (Tr. 48). See *United States* v. *Stassi*, *supra*, 544 F.2d at 583.

Furthermore, any conceivable prejudice that might be claimed to flow from the receipt into evidence of these agreements was obviated by the forceful and extensive instruction given to the jury by Judge Haight in which he told the jury that these portions of the agreement did no more than to duplicate the witnesses' oaths, and that the truth or falsity of the witnesses' testimony was for the jury to determine independent of the agreements (Tr. 644-45). Therefore, Brown's assertion that no precautionary instructions were given to the jury (Br. 10), is glaringly in error.

POINT III

The District Court Did Not Prejudice Brown by Admonishing the Jury to Disregard the Guilty Pleas of Codefendants.

Brown contends that the District Court committed reversible error when it admonished the jury to disregard the guilty pleas of five co-defendants in weighing the guilt or innocence of the defendants on trial. This contention is without merit.

It has long been settled that "it [is] not error, if proper cautionary instructions are given, for the jury to be informed during trial that one or more defendants have pleaded guilty, or even for the jury to be present when the pleas are entered." *United States* v. *Aronson*, *supra*, 319 F.2d at 52, quoting *United States* v. *Crosby*, 294 F.2d 928, 948 (2d Cir. 1961), *cert. denied sub nom. Meredith* v. *United States*, 368 U.S. 984 (1962).

In this case, Judge Haight, in a comprehensive instruction to the jury, advised the jury that the fact that the five indicted defendants who were not before them had entered pleas of guilty could result in "no inference" against Brown and Daly, was "no evidence" against them, and could "not be considered in any way" in assessing their guilt. (Tr. 1228). Judge Haight then reiterated that the guilt or innocence of Brown and Daly was the only matter before the jury, and that the pleas of other defendants "furnishes no evidence whatsoever on the question of their guilt or innocence." (Tr. 1128-29).

Here, as in *United States* v. *Falcone*, 109 F.2d 579, 582 (2d Cir.), *aff'd*, 311 U.S. 205 (1940), "the existence of some kind of conspiracy was proved beyond peradventure, and the only important issue was whether [Brown

was] connected with the enterprise." *Accord, United States* v. *Crosby, supra; United States* v. *Jones*, 425 F.2d 1048, 1053-54 (9th Cir.), *cert. denied*, 400 U.S. 823 (1970). In addition, of the five pleading co-defendants enumerated by the Court, two of them, Axelrod and Krappman, testified at trial and the fact of their guilty pleas were already and necessarily known to the jury. In *United States* v. *Jones*, *supra*, the court gave a cautionary instruction such as the one given here with respect to three pleading co-defendants, one of whom had pled guilty before the jury had been empanelled. The court found no impropriety whatever in the District Court's cautionary charge. See also *United States* v. *Toliver*, 541 F.2d 958, 967 (2d Cir. 1976) (court's instruction to jury on significance of co-defendant's guilty plea held adequate).

It follows that Brown's claim is without merit.

CONCLUSION

The judgment of conviction should be affirmed.

Respectfully submitted,

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STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

AFFIDAVIT OF MAILING

JACOB LAUFER, being duly sworn, deposes and says that he is employed in the office of the United States Attorney for the Southern District of New York.

That on the 1st day of April, 1977, he served two copies of the within brief by placing same in a properly postpaid franked enveloped addressed:

MICHAEL B. POLLACK, ESQUIRE
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New York, New York 10019

And deponent further says that he sealed the said envelope and placed the same in the mail chute drop for mailing at One St. Andrews Plaza, Borough of Manhattan, City of New York.

Jacob Laufer
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Sworn to before me this
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Qualified in Richmond County
Commission Expires March 30, 1978